



General terms and conditions of AKD Luxembourg S.à.r.l.

Article 1: INTRODUCTION

1.1. The present terms and conditions (the "Terms") govern the business relationship of AKD Luxembourg (the "Firm"; all references herein to "we", "us", "the Firm", and similar words and phrases refer to AKD Luxembourg) with our clients (the "Client" or as the case may be "you") and set out the basis on which we accept instructions and conducts business with the Client. These Terms are applicable to all instructions including, any subsequent, amended or additional instructions given to AKD Luxembourg, any partner, associates or any employee of AKD Luxembourg, and to any legal relationship that arises as a result thereof or in connection therewith.

1.2. Instructions are implemented exclusively for the benefit of the Client giving the instructions. Unless AKD Luxembourg expressly consents in writing, no one other than the Client may rely or has any rights in connection with the result of such instructions or the manner of implementation thereof.

1.3. These Terms apply to any third party who, whether or not in the service of AKD Luxembourg, is involved in the implementation of any instructions, is (subject to our express written consent) entitled to rely on our advice (in particular in cases of legal opinions) or who is or may be liable in connection therewith.

1.4. An engagement letter signed by the partner in charge of your matter may alter or override any of these Terms. By instructing us, you agree to be bound by these Terms.

1.5. You hereby consent to our use of personnel and other resources in the Firm for work we undertake for you, and all references herein to "we", "us", "the Firm", "firm wide" and similar words and phrases include all such personnel and resources.

Article 2: CONFLICTS

- Reasonable verifications that there is no commercial conflict of interest preventing us from acting for you will be made before accepting our engagement by you.
- In case of a conflict of interest we ask that you allow us to (continue to) act for the conflicted party unless we cannot warrant the confidentiality of the relationship between us and either of the two parties or the protection of your confidential information or your interests. It is understood that good commercial practices may preclude us in certain circumstances to render our services to either or both conflicted parties.

Article 3: DATA PROTECTION

- It is our policy to keep files on concluded matters for not less than 5 (five) years after the end of the relationship. Files in relation to our engagement may be kept for a longer period, upon request. All information received regarding your business and affairs is kept confidential unless we are instructed otherwise or it is already in the public domain or unless we are required by law or regulation to disclose it. We undertake to promptly inform you of any disclosure obligation requested by law or regulation (to the extent permitted).
- You hereby authorize and empower the Firm to collect, store and process your personal information required to enable us to provide the services required.

- The Firm undertakes not to transfer your data to any third parties, except if required by law or regulation or authorized by you save in compliance with our legal obligations or with your prior authorization. You have the right to access your personal data and may ask for a rectification where such data is inaccurate or incomplete. You have also the right to object to the use of your data for marketing purposes (e.g. invitations to seminars, newsletter or legal updates).

Article 4: MONEY LAUNDERING

4.1. In order to comply with Luxembourg law and to satisfy our procedures for taking on new clients, we may need to obtain evidence of your identity or the identity of the principals who control you and/or persons and entities affiliated therewith as this may be required by Luxembourg laws currently into force, if we have previously not done so.

4.2. Please note that under the relevant legislation, the Firm is required to submit a report to the President of the Luxembourg Bar in case of knowledge, suspicion or reasonable grounds for suspecting that any person is engaged in criminal activity, including but not limited to money laundering, drug trafficking or the provision of financial assistance to terrorism. We do not accept any liability for loss where it arises as a result of any disclosure made in accordance with Luxembourg law.

4.3. The Firm is not permitted to inform anyone of such report. We may also have to cease to act without explanation in certain circumstances.

4.4. The payment or receipt of funds by the Firm on your behalf, or our arrangement of any such payments or receipts (where money is not directly paid or received by us) is subject to the prior receipt by the Firm of sufficient information satisfactory to the Firm regarding the identity of any payee or payor of such funds. The Firm will not be obliged to follow any instructions to pay or receive funds on your behalf.

Article 5: CONFIDENTIALITY

- While implementing instructions, we will take appropriate measures to preserve confidentiality of the client relationship. You consent to the distribution of information available within AKD Luxembourg and its relevant representative offices abroad for whom it is useful to have such information in connection with the implementation of the instructions or the administration of the relationship with the Client.

Article 6: FEES

- Unless otherwise agreed, fees will be based on time spent multiplied by the applicable rates as set from time to time by AKD Luxembourg. The applicable rates are available upon request at any time. Disbursements incurred on a client's behalf will be charged separately. As part of such rates, a percentage of the fees will be charged to cover general office costs, including postage by regular mail, telephone charges, charges for faxes, photocopy expenses and expenses for the preparation of documents. All amounts to be mentioned exclude value added tax.

- Unless otherwise agreed, you will be invoiced on a monthly basis. Payment is due within a period of 15 days starting on the date of the invoice. If payment is not made within this time, AKD Luxembourg may, without further notice, exercise its right to charge and receive statutory interest. An advance payment may be requested at any time for work that has been or will be carried out. AKD Luxembourg has the right to suspend work if any payment is not provided timely.

Article 7: LIMITATION OF LIABILITY

- We will be liable to the Client for losses, damages, costs or expenses (the "Losses") which are determined to have been caused by our gross negligence, breach of contract or willful default. Any liability arising out of or in connection with any instructions or any services provided by the Firm is limited to the amount that is paid out for that event under the liability insurance coverage taken out by the Firm.
- The right to compensation for damages shall at any rate terminate 24 (twenty-four) months after the date of our invoice relating to the matters subject to our engagement.
- In the event that one or more third parties should claim from the Firm compensation for damages they sustained in connection with services provided by or on behalf of the Firm to the Client, the latter shall indemnify the Firm against such claim or claims and additional costs, insofar as the Firm should have to pay to the third party or parties compensation in excess of the compensation the Firm would have had to pay to the Client if the Client had claimed compensation from the Firm for the damages sustained by such third party or parties.

Article 8: MISCELLANEOUS

8.1. Our advice should not be disclosed to any third party without our prior written agreement. We accept no responsibility for any consequences arising from reliance upon our advice by any person other than the Client.

8.2. You will provide us with any documents and information that we may need to complete this engagement.

8.3. Unless instructed otherwise, we will assume that all of your employees, directors and officers who give us instructions are authorized to do so and that we may act on oral instructions.

8.4. We may correspond, convey documentation and generally communicate with you and any third party in connection with our services electronically (unless expressly requested otherwise on specific matters) and receive such communications from you and any third party.

8.5. Electronic transmission of information by e-mail on the Internet or otherwise has inherent risks and that such communications may become lost, delayed, intercepted, corrupted or be otherwise altered, rendered incomplete or fail to be delivered. As the electronic transmission of information cannot be guaranteed to be secure or error-free and its confidentiality may be vulnerable to access by unauthorized third parties, neither party to this Engagement Letter shall have any responsibility or liability to each other on any basis other than your or our bad faith, fraud or willful default in respect of any error, omission, claim or loss arising from or in connection with the electronic communication of information by us for you or any third party or to us by you or any third party (or their or our reliance on such information).

8.6. We will own copyright on any document prepared by us during the course of carrying out this engagement. During this engagement, the legitimate processing of personal data will be subject to the strict observance of the Firm's confidentiality obligations.

- If any of the terms of business set out herein are declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

Article 9: GOVERNING LAW AND JURISDICTION

- Any instructions to act for you, our engagement and these Terms are governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Courts of Luxembourg shall have exclusive jurisdiction over any disputes which cannot be settled amicably between the Client and the Firm.